

EXHIBIT D

COPY

1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- - - - -x

FRED LEE and ANN LEE,

Plaintiffs,

Civil Case No.:
1:20-cv-03101

-against-

UNION MUTUAL FIRE INSURANCE COMPANY,

Defendant.

- - - - -x

May 4, 2021
1:00 p.m.

EXAMINATION BEFORE TRIAL of JAMES
LAMBERT, a witness on behalf of the defendant in
the above-entitled action, held via Zoom
videoconferencing equipment, pursuant to Notice,
taken before JoAnn O'Loughlin, a Notary Public of
the State of New York.

* * *

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S:

GREENBLAT & AGULNICK, P.C
Attorneys for Plaintiffs
55 Northern Boulevard
Great Neck, New York 11021

BY: SCOTT E. AGULNICK, ESQ.

HURWITZ & FINE, P.C.
Attorneys for Defendant
1300 Liberty Building
Buffalo, New York 14202

BY: ERIC T. BORON, ESQ.

ALSO PRESENT: VICTORIA DeMARCO, ESQ.

* * *

F E D E R A L S T I P U L A T I O N S

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties herein that the sealing, filing and certification of the within deposition be waived; that the original of the deposition may be signed and sworn to by the witness before anyone authorized to administer an oath, with the same effect as if signed before a Judge of the court; that an unsigned copy of the deposition may be used with the same force and effect as if signed by the witness, 30 days after the service of original & 1 copy of the same upon counsel for the witness.

IT IS FURTHER STIPULATED AND AGREED that all objections except as to form, are reserved to the time of trial.

* * * *

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

THE COURT REPORTER: My name is JoAnn O'Loughlin, a New York State notary public and court reporter.

This deposition is being held via Zoom videoconferencing equipment. The witness and reporter are not in the same room. The witness will be sworn in remotely, pursuant to agreement of all parties.

The parties stipulate that the testimony is being given as if the witness was sworn in in person.

MR. AGULNICK: So stipulated.

MR. BORON: So stipulated.

J A M E S L A M B E R T, the witness herein, having first been remotely sworn by the Notary Public, was examined and testified as follows:

EXAMINATION BY MR. AGULNICK:

Q. What is your name?

A. James Lambert.

Q. What is your address?

A. P.O. Box 611, Ardsley, New York 10522.

Q Good afternoon, Mr. Lambert. My name is Scott Agulnick and I'm a partner of the law firm of Greenblatt & Agulnick and we represent Fred and

1
2 Ann Lee with regard to an action that's been
3 brought against Union Mutual.

4 We're going to ask you a series of
5 questions here today and those questions pertain to
6 a date of loss of March 2, 2020 with regard to a
7 property location at 39-11 27th Street in Long
8 Island City, New York.

9 None of my questions are designed to
10 trick you or deceive you. If you do not understand
11 one of my questions, please just let me know and I
12 will rephrase it.

13 You are represented by counsel here
14 today. If you would like a break, to consult with
15 your attorney or for any other reason, to stretch
16 your legs or to have a bite to eat, just let us
17 know and we'll accommodate you.

18 We ask that if there is a question
19 pending, you provide a response to the pending
20 question and then we can take a break.

21 The court reporter cannot take down any
22 type of gestures or head nods, so please, to the
23 best of your ability, make sure she hears all of
24 your responses. She is the most important person
25 in the virtual room here, okay?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Do you understand my instructions, sir?

A Yes.

Q Mr. Lambert, I'm going to take a wild guess and assume that you've testified in depositions before.

A Yes.

Q Approximately how many depositions have you testified in?

A Probably approaching two dozen.

Q Was some portion of those two dozen cases with reference to Union Mutual claims?

A Yes.

Q Were they all for Union Mutual claims?

A No.

Q By whom are you employed?

A RoundHill Express, LLC.

Q What is the nature of RoundHill Express' business?

A RoundHill Express is an appointed agent for Union Mutual Fire Casualty Company and underwrites a book of Metropolitan New York City landlord-tenant policies.

Q When you say that they underwrite a book of landlord policies, can you explain what it

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

means to underwrite a book of business?

A RoundHill Express has the authority to bind policies on behalf of Union Mutual and the extent of that authority is limited to buildings owned by landlords within a geographical area around New York City with apartments up to ten units. So small buildings occupied by residential tenants.

Q Is this agency pursuant to a contract between Union Mutual and RoundHill?

A Yes.

Q In addition to underwriting roles, does RoundHill play a role in claims adjustment or claims investigation?

A Yes.

Q What role does RoundHill play on behalf of Union Mutual for claims adjustment and claims investigation?

A We handle and adjust and pay claims arising on the policies that we issue on behalf of Union Mutual.

Q How is RoundHill compensated to handle the adjustment and payment of claims on behalf of Union Mutual?

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

A RoundHill receives a commission on the policies that are bound and that commission includes the cost and expense associated with claims handling.

Q Does the commission that RoundHill receives change depending on the amount of losses that those policies underwritten by Union Mutual sustain?

A No.

Q Does the commission change depending on the amount of money paid out by Union Mutual with regard to policies underwritten by RoundHill?

A No.

Q Did a time come where RoundHill undertook to underwrite a policy for Fred and Ann Lee at 39-11 27th Street in Long Island City, New York?

A I don't know.

Q Prior to testifying here today, did you review any documents in connection with the claim of Fred and Ann Lee?

A No.

Q Did you have any involvement in the underwriting of the policy issued to Fred and Ann

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Lee for 39-11 27th Street?

A I have no specific recollection of that policy, but I can tell you that in the course of our business, the underwriting is done through our website and I would not have been involved in the underwriting of any specific individual risk.

Q Are you saying that underwriting is done through a website?

A I said that.

Q I'm sorry, the connection doesn't seem to be so great.

The underwriting is performed through a website, sir, is that what you said?

A Yes, I said that.

Q Can you explain what you mean by that it's done through a website?

A Yes.

Brokers who do business with us have logging credentials that enable them to go to our website, which is roundhillexpress.com and they can answer a series of questions on that website and provide information on risks and obtain a quote through the website for the risk they'd like to obtain coverage on.

1

If the quote is acceptable --

2

3

Q And then once that --

4

A If the quote is acceptable to them,

5

they can then proceed forward to bind coverage.

6

Q Can you explain the process after an

7

application is submitted, what happens at that

8

point?

9

A While the broker is on the website, he

10

fills in the information which we request as part

11

of our application. When he clicks on the button

12

saying quote the risk, that information is reviewed

13

by a computer program and a quote is then produced.

14

Q In connection with the underwriting of

15

the policy, does RoundHill cause an inspection to

16

be performed at a potential insured location?

17

A If a policy is bound and after it is

18

bound, we generally will do an inspection of the

19

premises.

20

Q Are you aware as to whether an

21

inspection was performed for the subject location

22

at 39-11 27th Street?

23

MR. BORON: Objection as to form.

24

A I have no independent recollection of

25

that.

1

2

3

Q Do you have any personal knowledge of the claim of Fred and Ann Lee?

4

5

A As I sit here today, I have no independent recollection of that claim.

6

7

8

9

Q So the knowledge you would have regarding the claim of Fred and Ann Lee would be based solely upon whatever records are maintained by RoundHill; is that correct?

10

11

12

13

MR. BORON: Objection as to form.

14

15

16

17

A I'm not sure I know how to answer that question because I just said I have no independent recollection of the claim.

18

19

20

21

22

Q So you have no independent recollection of the claim and you have not reviewed the file maintained by RoundHill in this claim; is that correct?

23

24

25

A That is correct.

Q Is there any particular person at RoundHill Express who would have personal knowledge of the underwriting of the policy issued to Fred and Ann Lee?

MR. BORON: Objection as to form.

Are you referring to the actual policy that's at issue in this lawsuit, Scott?

1

2

MR. AGULNICK: Well, the underwriting
of any policy issued to Fred and Ann Lee.

3

4

MR. BORON: I'll object on relevance
grounds.

5

6

MR. AGULNICK: Well --

7

MR. BORON: Are there --

8

MR. AGULNICK: I'll withdraw it.

9

10

MR. BORON: -- other policies issued by
Union?

11

12

MR. AGULNICK: No, I believe it's just
one policy.

13

MR. BORON: Okay.

14

15

Can you just make the question specific
to this case?

16

MR. AGULNICK: Absolutely.

17

18

Q Do you know anyone at RoundHill who
would have personal knowledge as to the

19

20

underwriting process performed at or about the time
the original Union Mutual policy was issued to Fred
and Ann Lee?

21

22

23

24

A I believe I explained the process and
so for the sake of clarity, that process would have
taken place when the broker went onto our website.

25

No employee of RoundHill would have

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

been involved in that process and so the entire process of obtaining a quote and possibly requoting the risk with different coverages could all have taken place without any employee of RoundHill being involved and the broker could have moved forward and bound coverage based upon a quote without the involvement of any employee at RoundHill.

Q Would a human being be involved in the inspection of the insured location?

A Yes.

Q What individual at RoundHill Express would have knowledge as to the inspection performed at the insured location?

A The inspection would have been performed by one of several individuals who operate as independent contractors for us and perform inspections and that is the person who would have knowledge of the inspection if they, you know, could still remember those details at this point in time.

Q Does Union Mutual maintain records with regard to the identity of the person or entities that perform inspections?

A Union Mutual does not, but RoundHill

1

2

would be able to identify the person who did the inspection.

3

4

5

6

7

Q Would the identity of that individual who performed the inspection be contained within the underwriting file or it would be located someplace else?

8

9

10

A I am unsure exactly. I think it's in the underwriting file, but if it is not, I know it is also located elsewhere.

11

12

13

14

Q Where would it be located elsewhere?

A There would be somewhere a payment

record indicating that for policy XYZ, such and such person was paid for the inspection.

15

16

Q That payment record is not maintained in the underwriting file?

17

18

MR. BORON: Objection to form.

A No, it is not.

19

20

Q What is RoundHill Express Inspections?

A Pardon me?

21

22

23

Q Is there an entity called RoundHill Express Inspections or is that a department or something else?

24

25

A There's no entity by that name.

Q As you sit here today, do you have any

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

knowledge as to the coverage determination with regard to the claim of Fred and Ann Lee, the date of loss March 2, 2020?

A I did not hear the beginning of that sentence, could you repeat it?

(The pending question was read.)

A I do not have any independent recollection of that.

Q Well, are you aware if the claim was denied, the policy was rescinded, if the claim was partially paid or something else or anything else?

A By dint of my presence at this deposition I'm aware that something happened, but I don't have any recollection of the specifics or what it is.

Q So as you sit here today, you don't know what the dispute is over?

A That is correct.

MR. AGULNICK: I'm going to share the screen and I'm going to show you a document. I think we can deem this marked Plaintiff's Exhibit 1.

(Plaintiff's Exhibit 1, copy of five-page RoundHill Express Inspections report Bates

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

stamped 000361 - 000365, was marked for
identification. Exhibit retained by counsel.)

MR. AGULNICK: Before I ask the
question, Eric, I forwarded the exhibits to CJ
earlier. These are the carrier's production,
so I don't know if CJ forwarded them to you
because I requested that they be made
available to the witness.

MR. BORON: When did you do that,
Scott?

MR. AGULNICK: Not too long ago.

MR. BORON: Well, they wouldn't have
been forwarded to me then.

MR. AGULNICK: Okay. So we'll start
with this. This document is not so big.

Q Sir, I'm going to scroll through
Plaintiff's Exhibit 1 and I'll represent that this
was a report that was produced by Union Mutual in
response to a request for reports pertaining to a
2017 inspection. It's a five-page document. I'm
going to scroll through.

(Attorney scrolling.)

Q Sir, have you had an opportunity to see
this document?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A I have.

Q Have you seen this document before?

A I have no independent recollection of having seen it before.

Q Without having a recollection of seeing it before, do you know what this document is?

A That appears to be essentially the inspection report produced following the inspection of this risk at 39-11 27th Street.

Q Can you kindly read, you see where my cursory is?

A Yes.

Q Can you read that line?

A That says Report Reviewed and Assembled on 7/11/2017.

Q Does that indicate that this report was reviewed by someone at RoundHill on that date or would it be someone at Union Mutual or someone else?

A As you scroll down that report, you'll notice that to the left-hand side there are comments, so in the first photo there's a comment that is Front - Clean; do you see that?

Q Yes.

1

2 A Okay. And underneath it, it says Back
3 - Clean.

4 Q Yes.

5 A And then Sidewalk - Clean?

6 Q Yes.

7 A And then Stairs - Clean, Electrical -
8 Clean, Electric - Clean a second time, Heating -
9 Clean. And is that the last photo?

10 Q Yes.

11 A Okay.

12 When the inspectors take these
13 photographs, they have a drop-down menu that allows
14 them to essentially identify the photo as, for
15 example, we're looking at the last one, it says
16 heating and so they identify the photo as being of
17 the heating system and they can identify as being
18 clean or issues, I don't know the word they use,
19 but if all of the photos are marked as clean, when
20 these photos are uploaded at night by the inspector
21 to our systems, system will review the comments and
22 if they're all clean, the report is automatically
23 put into the underwriting file without any person
24 reviewing it and an email is then sent to the
25 broker/insured indicating that they've passed

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

inspection.

So since this report indicates that everything was clean, that would mean that nobody physically reviewed these photos other than the person who took them.

Q When an inspector is sent out to a property to perform an inspection which results in a reporting generated like this one, are they given a description of the property?

A The assignment comes with certain information about the property. Clearly the address, probably the phone number of the inspection contact and there may be additional information about the property, but I'm unaware as I sit here what exactly that would have been.

Q Where would the assignment document be located, within the underwriting file or someplace else?

A There is no assignment document.
When an appointment is booked for an inspection, the software that we use for booking the appointments will suggest dates and times and inspectors who will be in the area on those dates and times, which allows us to give the insured the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

opportunity to make a selection about when they want the appointment and at that point in time when they make their selection, that indicates who the inspector will be. It's random, it just depends on the date they pick and the area it's in.

The inspectors get a download every night of appointments that have been booked for them the next day and that download would have included, you know, the information I just talked to you about and so that's how they learn about the inspection.

Q Would the inspector receive a copy of the application?

A No.

Q Does the inspector receive a description of the property?

A I believe I've already testified to the extent that I can recall what they get. Beyond that, I cannot tell you, I don't have an independent recollection right now.

Q Is there anything on Plaintiff's Exhibit 1 which would indicate who performed the inspection on behalf of RoundHill and Union Mutual?

A I am looking at it as you scroll down

1

2

and I don't see anything so far that indicates who
did the inspection.

3

4

Q Are any instructions given to the
inspector before performing an inspection?

5

6

7

8

9

10

11

A When we first bring someone on board to
train as an inspector, we go through a training
process, but once that is done, there are no
further instructions given about it. So there's no
instructions given with respect to any particular
inspection.

12

13

14

Q Is there a training manual, a manual
issued to the inspectors as part of this training
process?

15

16

17

18

A No.

Q When an inspector goes out to a
property to perform an inspection, what is the
expectation as to what they will photograph?

19

20

21

22

23

A The expectation is that we'll see the
photographs that you see here and that is the
heating system, the electrical, public access
stairs if there are any and sidewalks. Those are
the primary concerns of the inspection.

24

25

Q I'll start from the top.
Do you see the public access stairs?

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

A I see the front of the building, the back of the building, sidewalk including what appears to be three steps going into the building. An interior shot of a staircase. Electrical meters, gas meters and a furnace.

Q Would this report indicate that there's a rear stairwell to the basement at the insured location?

A No, it does not as far as I can tell from looking at it.

Q If the insured location did have an exterior staircase to the basement, would that have been an oversight on behalf of the inspector?

MR. BORON: Objection as form.

A No, not really. If there had been issues with it, like, for example, if the steps were broken and the inspector perceived it as being hazardous, he would have taken a photo of that and marked it as an issue.

Q So he would have only taken a photo if he or she perceived the stairwell as hazardous?

A I believe so.

Q When the inspection is performed, does it require that the homeowner be present during the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

inspection or can it be done without the
homeowner's presence?

A When the broker binds a risk, we ask
for a name and telephone number for an inspection
contact and that person will receive text messages
or phone calls from us in order to schedule an
appointment for the inspection. We don't know if
that person is the homeowner or the building owner
or the landlord or a managing agent for the
building or the handyman and when the inspection
takes place, we don't know who will be there, but
we require someone to be there to provide us access
to the building.

Q Have you ever seen Fred Lee before?

A Certainly not. Not to my knowledge.

Q When an inspector performs an
inspection, are they instructed or trained to
upload all of the photographs they take or just
some of the photographs they take?

A The software that they use captures all
the photos and they're all uploaded. If they take
the photo, it is uploaded.

Q Apart from the locations and the
writing that's contained in Plaintiff's Exhibit 1,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

does the inspection report have any accompanying notes or narrative or other written correspondence with it?

A No, this is the complete report.

Q As of 2017, more specifically in July, what vendors were utilized for property inspections on behalf of Union Mutual?

A We did not use -- pardon me.
(Pause.)

A We used several independent contractors to perform inspections, but they are individual people, we do not hire an outside company. The names of the people who were working in July of 2017 I could find out, but I do not recall who they are as we speak.

MR. AGULNICK: I'm going to respectfully ask that you do obtain those names and provide them to counsel at your first opportunity, please and we're going to call for the production of those names.

MR. BORON: Scott, we will address any requests for further records or documents that you send us, but we're not going to simply agree that this transcript, itself, reflects

1

2

your requests because we want to know

3

specifically what you're looking for and then

4

we want to deal with it as we need to deal

5

with it, especially considering the scheduling

6

order that's in place in this case and the

7

time frame that's in place in this case to get

8

all discovery done, okay?

9

MR. AGULNICK: Your position is noted.

10

Thank you, sir.

11

** INFORMATION REQUESTED AND/OR DOCUMENTS TO BE

12

SUPPLIED:

13

Q With regard to 39-11 27th Street and

14

I'm going to scroll down to page three of five, are

15

you able to identify where that photograph was

16

taken inside the insured location?

17

A No.

18

Q I'll scroll down to page four of five,

19

which indicates Electrical - Clean and there are

20

two photographs.

21

Are you able to identify where in the

22

insured location those photographs were taken?

23

A No.

24

Q I'm going to scroll down to page five

25

of five. There's a photograph there next to a

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

notation Heating - Clean.

Are you able to identify where in the insured location that photograph was taken?

A No.

Q Based upon your experience, are you able to make an educated guess as to where the hot water heater and the heating equipment would be located at the insured location?

A No, I cannot.

MR. BORON: Objection as to form.

Q Based upon your review of this report, are you able to identify when these photographs were first in the possession of RoundHill Express on behalf of Union Mutual?

A There's a notation on the report that it was reviewed and assembled on July 11, 2017 and I believe that the inspection took place on or about that date and that the report was generated on or about that date.

Q Are the inspection reports provided to Union Mutual?

A The inspection reports are in our underwriting file and are available to Union Mutual upon audit or request, but otherwise not.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q Do you have any knowledge as to whether this underwriting file was subject to audit or request at any point prior to the date of the loss, March 2, 2020?

MR. BORON: Objection to the question, the form of it.

A Not to my knowledge.

Q Now with regard to the investigation of the March 2, 2020 loss, did RoundHill undertake an investigation and adjustment of this claim?

A I have no independent recollection of this claim or its adjustment, but in the normal course of business, if a claim is made to us, we will undertake to retain someone to investigate and adjust the claim and defend the insured if it's a liability claim.

Q In that same ordinary process, would the person or persons who are investigating and adjusting the claim review the underwriting file of the insured location?

A In the normal course of business, I do not believe that happens.

MR. AGULNICK: Off the record.

(Discussion off the record.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q Sir, I am going to show you what's going to be marked Plaintiff's Exhibit 2 and I will represent that this document, which is a 216-page document, was furnished to us and indicated to be the claims file for the claim of Fred Lee.

(Plaintiff's Exhibit 2, copy of claim file Bates stamped 000001 - 00000216, was marked for identification. Exhibit retained by counsel.)

Q I'm just going to scroll and I'm not going to ask you to review 216 pages as your counsel fears and again, you've never reviewed this claim file, correct?

A I have no recollection of having done so.

Q Do you have knowledge as to whether these documents and this claim file were prepared and maintained in the ordinary course of business by RoundHill Express?

A In the ordinary course of business, RoundHill Express maintains claims files and if these documents were produced to you by counsel in this litigation, I would suspected that they got it from our claims system and so they were kept in the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ordinary course of business, but I have no specific knowledge about this specific claim file.

Q Thank you.

I'm going to refer you to page 18 of Plaintiff's Exhibit 2.

What is relationship between Beltrani Consultants and RoundHill Express?

MR. BORON: Just a minute, Scott.

You called it page 18, but there are Bates numbers in the bottom right-hand corner of all the pages, so are you referring to the Bates number or something else?

MR. AGULNICK: Eric, I may disagree with you on many fronts, but you're a hundred percent in that.

Q So, sir, I'm just simply going to referring to Bates stamp 17.

MR. BORON: Thank you.

Q On Bates stamped 17, Exhibit 2, it appears to be a report from Beltrani Consultants.

What relationship does Beltrani Connecticut have with RoundHill?

A My understanding is that Beltrani Consultants is an independent adjustment firm that

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

we utilize from time to time on property claims to go out and see the loss site and prepare reports for us so the internal adjuster can handle adjusting the file.

Q In the ordinary course of business, is an outside adjuster such as Beltrani Consultants provided with the underwriting file?

A To my knowledge, no.

Q Do you know if Beltrani Consultants was provided with the underwriting file in this case?

A I have no specific knowledge about this claim, so I can't speak to that specific question.

Q Is there anything in a typical claim file such as claims notes which would indicate whether Beltrani was provided an underwriting file?

A I do not believe it is possible that that took place because I am unaware of any process by which we can distribute an underwriting file to anybody. All of our files are paperless and held in electronic form and so it would not be easy for anyone to be provided with a copy of the underwriting file and so I don't believe it possible in this case.

It would have to have involved me and I

1

2 am -- if somebody asked me right now to produce an
3 underwriting file, I would have to go to our IT
4 department and ask them how do we do that.

5 Q I'm going to scroll down to Bates stamp
6 18, down to Occupancy. The paragraph under the
7 word Occupancy, would you kindly just read to that
8 yourself?

9 (Witness reviewing document.)

10 A I have read that.

11 Q This report indicates a separate
12 entrance to the basement area and we discussed the
13 2017 inspection report which did not show a
14 separate entrance to the basement area and if my
15 recollection is correct, that was because you
16 presume that there was no hazard with regard to
17 that separate entrance?

18 MR. BORON: Objection as to form.

19 A I don't believe that's what I said. I
20 believe what I indicated was that there might have
21 been a photo of a rear staircase to the building if
22 the inspector had noted something hazardous about
23 that so he can call out something on the
24 inspection.

25 Q Are the inspectors instructed to take

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

photos of all entrances to an insured location as
part of the inspection?

A No.

Q Do you know what, if any, action was
taken by RoundHill Express or Union Mutual to
review or inquire as to whether the basement
location had been viewed prior to this loss?

MR. BORON: Objection as form.

A I don't understand the question.

Q In response to this report by Harry
Beltrani, do you know if RoundHill or Union Mutual
ever inquired as to whether an inspection was
performed in the basement at the insured location
previously?

A I do not know.

Q Are there any policies or procedures
which would indicate that a review of the
underwriting file would be relevant to the
adjustment of a claim?

A No.

Q As we sit here today, your knowledge
with regard to this claim would be confined to
anything contained within the claim file if you
took the time to sit and review it; is that

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

correct?

A I don't understand that question; can
you repeat that?

Q If we gave you all the time in the
world to sit and review the claim file, your
knowledge of this claim would be confined to
whatever you read therein; is that correct?

A I do not have any independent
recollection of this claim and if you let me review
the claim file, all I would know is what's in the
claim file.

Q Thank you. I'm certainly not going to
make you do that.

Does Union Mutual or RoundHill Express
have guidelines or memorandum of documentation
which relate to the definition of an apartment unit
as the term is utilized in an application for
insurance?

A No.

Q Do you have an understanding as to the
definition of apartment unit as it is utilized in
connection with application for insurance from
Union Mutual?

A I know that we ask about the number of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

apartment units in a risk when we are quoting it because the number of units will have a significant impact on the pricing of the premium.

Q Does that question pertain to legal units, illegal units, something else?

MR. BORON: Objection as to form.

A We do not draw a distinction between legal or illegal units. The premium we are required to charge by New York State is a function of the number of apartments.

Q Well, what constitutes the definition of an apartment?

MR. BORON: Objection as to form.

A Do you want my definition; do you want the most recent court decision definition? I mean my definition doesn't really matter here.

Q Okay. Well, what is the definition that is utilized by RoundHill Express in connection with applications?

A We don't have a definition. We ask how many apartments are there.

Q But what constitutes an apartment as far as RoundHill and Union Mutual are concerned?

A I personally consider places in which

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

people reside to be apartments, but my personal definition is not material here, it's how the courts define apartments.

MR. AGULNICK: Can you please read back the answer?

(The preceding answer was read.)

Q So is your personal belief that if no people reside there, it's not an apartment?

A No. If it's capable of someone residing there, it's an apartment.

Q What does it mean to be capable of someone residing there?

A I don't know.

Q Would that capability involve the legality of the apartment?

A No.

Q Is it relevant as to whether a person can legally be capable of living there?

A No.

Q So what definition of apartment is utilized by RoundHill Express?

A We don't utilize a definition. We ask a question, how many apartments are in the building.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q But is there an understanding of what the term "apartment unit" means when Union Mutual poses the question?

A I'm not capable of telling you what that question generates within the minds of people who are filling out the application.

Q But respectfully are you capable of advising us as to what RoundHill and Union Mutual interprets that question to mean?

A We don't --

MR. BORON: Objection.

A We don't interpret the question, we simply ask the question.

Q Do you believe that question can be interpreted differently by different people?

A I certainly have seen case law in which judges have provided different interpretations.

Q So do you believe that it could be interpreted more than one way?

MR. BORON: Objection as to form.

A Everything can be interpreted more than one way.

Q Is the question that pertains to apartment units on the application one of those

1

2 things that can be interpreted in more than one
3 way?

4

A We ask about the number of apartment
5 units in the building. I think it's a fairly clear
6 question.

7

Q But you indicated that different courts
8 have interpreted apartment unit in different ways,
9 isn't that your testimony?

10

MR. BORON: Objection as to form.

11

A That is a comment I made, yes.

12

Q So as you sit here today, do you
13 believe that that question can be interpreted in
14 more than one way?

15

A I think it's a --

16

MR. BORON: Objection.

17

A -- very clear question how many
18 apartments were in the building.

19

Q So again, I'll ask again if it's clear
20 to you what constitutes an apartment as the term is
21 used in the application.

22

A I think the question is clear it's how
23 many apartments are in the building.

24

Q What does an apartment consist of; are
25 there particular elements that make up an

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

apartment?

A I'm sure there are many elements that make up an apartment.

Q What is the understanding of Union Mutual as to those elements which together would make up an apartment?

A We do not have a definition of apartment that we use, we simply ask the question, how many apartments are there in the building.

Q So as far as Union Mutual and RoundHill is concerned, there's no set of elements necessary to constitute an apartment?

MR. BORON: Objection as to form.

A We do not have a standard description of the elements necessary to constitute an apartment.

Q Does an apartment, as far as RoundHill and Union Mutual are concerned, require cooking facilities?

A We merely ask how many apartments are in the building.

Q Okay. My question is does an apartment, as far as RoundHill and Union Mutual is concerned, require cooking facilities?

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

A Do you mean do they have to be there every single day of the year or do you mean that the space is capable of having cooking take place in it?

Q I'm saying that for something to be an apartment, you have to be able to cook something there.

A I don't agree with you because if you had a 50-unit apartment building and you took all the stoves out, it would still be a 50-unit apartment building even though you took the stoves out. It doesn't change the building.

Q If cooking facilities were removed in a 50-unit apartment building, would those units be able to be lawfully inhabited?

A I am unfamiliar with the New York City code with respect to that.

Q Does the legal prohibition to habitation have any bearing on the determination by RoundHill Express or Union Mutual as to whether something is an apartment?

MR. BORON: Objection as to form.

A I don't understand the question.

Q If a space is not considered an

1

2 apartment that could be lawfully inhabited under
3 the law, does that have any relevance to Union
4 Mutual's determination as to whether a space is an
5 apartment?

6 A No.

7 Q Do you have an understanding as to the
8 difference between a finished basement and an
9 apartment?

10 MR. BORON: Objection to form.

11 A I do not.

12 Q Does the application utilized by Union
13 Mutual ask how many kitchens are at an insured
14 location?

15 A I don't believe it does.

16 Q Does the application for insurance ask
17 how many bathrooms are at an insured location?

18 A I do not believe it does.

19 Q Does the application for insurance ask
20 how many families reside at an insured location?

21 A I don't believe it does.

22 Q Does the application for insurance ask
23 how many gas meters are at an insured location?

24 A No.

25 Q Does an application for insurance ask

1

2

how many electric meters are at an insured

3

location?

4

A No.

5

Q Does the application for insurance ask

6

if there's a certificate of occupancy for the

7

insured location?

8

A No.

9

Q As part of the underwriting process,

10

does anyone inquire as to certificate of occupancy

11

at an insured location?

12

A No.

13

Q Does the application for insurance ask

14

how many sinks are at an insured location?

15

A No.

16

Q Do you have any understanding as to the

17

window requirements for a bedroom in the City of

18

New York?

19

A I do not.

20

MR. AGULNICK: Withdrawn.

21

Q Do you have any understanding as to the

22

legal requirements for a room to constitute a

23

bedroom in the City of New York?

24

A No.

25

Q Do you have any understanding as to the

1

2 legal requirements for space to constitute a
3 kitchen capable of use in the City of New York?

4 A No.

5 Q As far as Union Mutual and RoundHill
6 Express is concerned, is there any difference
7 between an apartment unit and an apartment?

8 A No.

9 Q I'm going to refer you to Bates stamp
10 23. I'm going to scroll through the photographs,
11 scrolling to 24.

12 (Attorney scrolling.)

13 Q The photo sheets end at Bates stamp 36.

14 Now are you able to look at the
15 photograph in 36 and tell me if based upon what you
16 see in the photograph -- and I'll make it bigger --
17 does this rear staircase indicate any risk --

18 MR. BORON: Objection to form.

19 Q -- or hazard?

20 MR. AGULNICK: I'll rephrase.

21 Q If you look at this photograph on Bates
22 stamp 36, looking at this photograph, based upon
23 your experience, can you tell if the staircase
24 poses any hazard?

25 A From this photograph I cannot.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q I'm going to show you the photograph on
page 35.

Looking at this photograph, does this
appear to be the same hot water heater and heating
equipment that you viewed in Plaintiff's Exhibit 1?

A I have no idea. This photograph is so
dark, I can't even see if there's heating equipment
in there.

Q I'll stop at page Bates stamp 33.
Have you ever seen this photograph
before?

A Not to my knowledge.

Q Did you ever discuss this photograph
with anyone before?

A I have no independent recollection of
this photograph at all.

Q Again, prior to testifying here today,
you've never reviewed the claim file?

MR. BORON: Objection to form.

A I did not review this claim file in
preparation for this examination.

Q Did you review this claim file for any
other purpose?

A Not to my knowledge.

1

2

Q I'm going to show you the photo, the
top photo on 33.

4

5

Can you tell me what this photograph
depicts?

6

A No, I cannot. I see some boxes.

7

Q Do you see a window in this photograph?

8

A This photograph shows two walls with
material stacked in front of them. I don't know
what's behind those materials, but there's no
evident window.

12

MR. AGULNICK: Just give me one moment.

13

(Pause.)

14

Q At this time I'm going to show you
what's going to be marked as Plaintiff's Exhibit 3.
This is a ten-page document that I'm going to
scroll through.

18

19

20

21

22

(Plaintiff's Exhibit 3, copy of
DEFENDANT'S OBJECTIONS AND RESPONSES TO
PLAINTIFFS' FIRST DEMAND FOR INTERROGATORIES
dated March 16, 2021, was marked for
identification. Exhibit retained by counsel.)

23

24

Q Sir, do you recognize the document
marked as Plaintiff's Exhibit 3?

25

A I recognize that this is headed as

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

response to interrogatories, I recognize my signature on the document. I don't have any particular independent recollection of this document.

Q Do you have any recollection of reading this document?

A As I sit here today, no.

Q Did you answer questions that were posed by plaintiff in the form of demand for interrogatories?

MR. BORON: Objection as to form.

A I don't understand the question.

Q Did you ever review a document that was entitled PLAINTIFFS' DEMAND FOR INTERROGATORIES?

A I have no recollection of that.

Q Can you read the first question and the response, please?

A State the name, address and title of the person who is answering these interrogatories.

RESPONSE: James Lambert.

Q And you don't have a recollection of answering these interrogatories; is that correct?

MR. BORON: Objection to form.

A As I sit here, no. I'm not denying

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

that's my signature, though.

Q No. We'll get to that.

(Pause.)

MR. AGULNICK: Eric, just as a matter of housekeeping, the witness gave a P.O. box as an address. Generally speaking, in the event we need to serve a subpoena, we typically need a physical address. That said, I don't have a compelling need to have a physical address if your office would accept a subpoena on his behalf in the event he leaves RoundHill Express.

MR. BORON: Scott, you're raising a hypothetical that doesn't exist in this case, but we'd be happy to talk to you to avoid motion practice if it comes to the point where you are wanting to serve somebody and you don't have their personal address and they were once affiliated with Union Mutual or RoundHill. We can then discuss.

MR. AGULNICK: Well, the issue is not hypothetical. Generally speaking, when we ask for a business address, a P.O. box is not a business address.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Is there an alternative business address that can be provided that solves the issue?

MR. BORON: Well, no, it doesn't because you're not going to be serving Mr. Lambert, he's our client, we're defending Union Mutual in the lawsuit, so we're not going to be allowing our witnesses to be served by you when we represent them.

MR. AGULNICK: All right, your position is noted. Our position is that we're entitled to a physical address, but there's certainly no need to argue further on the issue.

Q Can you read the third question and the response?

A Set forth the name, title, employer of the person who rendered any coverage determination with regard to the Subject Claim.

RESPONSE: James Lambert.

Q Did you render coverage determination with regard to the claim of the Lees?

A I don't have an independent recollection of that, but based on the answer to that question, I would presume that I did.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Q Is there any medical or physiological reason or basis which would impair your ability to recollect such things?

MR. BORON: Objection as to form.

What do you mean by "such things,"

Scott?

MR. AGULNICK: Okay.

Q Mr. Lambert, can you read the date on this document?

A March 16, 2021.

Q Are you aware of any medical or physiological reasons why you would have difficulty recollecting answering questions as of March 16, 2021?

MR. BORON: Objection as to form.

A I am 65 years old and I'm very busy and I find it quite reasonable that I might not remember something specific that I did more than a month ago. I'm not denying that I answered these.

Q Well, reading these responses, does that refresh your recollection as to whether you ever reviewed the claim file in this case?

A It does not.

Q As you sit here today, you do not know

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

what the coverage determination of the Lees' claim was, correct?

A As I sit here today, I have no independent recollection of the coverage determination here.

Q Can you please read the question and answer for number six?

A Question six: Set forth the factual basis upon which Defendant relied to deny or decline any portion of the Subject Claim.

RESPONSE: Plaintiffs misrepresented facts.

Q Is that the position of RoundHill and Union Mutual?

MR. BORON: Objection as to form.

A I read you the response and that question. Plaintiffs misrepresented facts.

Q I'm asking you is that the position of RoundHill and Union Mutual, that plaintiffs misrepresented the facts?

MR. BORON: Objection as to form.

A I have repeatedly stated that I have no independent recollection of this claim and so I can't answer that question.

1

2

Q As of March 16, 2021, did you have an independent recollection of this claim?

3

4

A I believe yes.

5

6

Q So you believe at some point you did know about the claim?

7

A Oh, absolutely.

8

9

10

Q Reviewing this document, you believe at some point you reviewed the claim file in this claim?

11

12

13

A No, that is not necessarily so. I could have had discussions with the claims adjuster on the file.

14

15

Q Can you read the question and answer for number seven, please?

16

17

18

19

A Set forth whether defendant adjusted the loss, irrespective of the coverage determination. If so, set forth each Coverage A, B, C, and D:

20

21

A. The replacement cost adjusted by Defendant;

22

23

B. The actual cash value adjusted by the Defendant;

24

25

C. The recoverable depreciation adjusted by the Defendant.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q Now can you read the response?

A RESPONSE: Union Mutual objects to this interrogatory on the basis of it being unduly vague and ambiguous. It is unclear what the interrogatory's reference to "Coverage A, B, C, and D" concerns. Subject to and without waiving this objection, Union Mutual provides the following response.

Adjustment was made only under the Commercial Property Coverage:

A. \$113,001.5

B. \$108,640.87.

C. \$4,360.18

Q Do you know what Coverage A is on an insurance policy?

MR. BORON: Objection as to form.

A No, I don't adjust property claims.

Q Are you familiar with the coverages on a Union Mutual policy?

MR. BORON: Objection as to form.

MR. AGULNICK: I'll rephrase it.

Q With regard to the Lees' policy, are you familiar with what the coverages are?

A The property coverages?

1

2 Q Yes.

3 A No.

4 Q So do you know what Coverage A coverage
5 in the Lees' policy covers?

6 A No.

7 Q Do you know if Coverage A under a Union
8 Mutual policy covers the dwelling?

9 A I don't know.

10 Q Do you know if Coverage C under a Union
11 Mutual policy covers the contents?

12 A I don't know.

13 Q Do you know what Coverage B or Coverage
14 D covers?

15 A I do not know.

16 Q So on A where it says \$113,001.50, what
17 was that the adjustment for?18 A If you will scroll up, I'm working on
19 the assumption that the response to A relates to A
20 above, the replacement cost adjusted by defendant.21 Q But the replacement cost for what;
22 dwelling, contents, other structures, something
23 else?

24 A I don't know.

25 Q What about B?

1

2

3

4

A I'm assuming that refers to B above,
where you request the actual cash value adjusted by
the defendant.

5

6

7

Q But as you read this question and
answer, you don't know what coverages it's
referring to?

8

9

A That's correct.

10

11

MR. BORON: Objection as to form.

Q So you don't know if it's contents, if
it's dwelling or something else?

12

13

A That's correct.

Q Can you read the question and answer
for number 15?

15

16

17

A Question 15: Set forth whether
Defendant claims there was a stove connected in the
basement of the Subject Premises.

18

19

RESPONSE: Yes.

Q What is that response based upon?

20

21

A I have no independent recollection of
that.

22

23

Q You have no independent recollection of
what you based your response on?

24

25

A That's correct.

Q Have you ever seen a document that you

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

can recall which indicates that there was a stove
connected in the basement of the subject premises?

MR. BORON: Objection to form.

A Is that question limited to this claim?

Q Yes.

A In the course of this examination, you
scrolled through a series of photographs, one of
which I thought referenced a basement kitchen and
showed a stove or oven, so there's that.

Q Well, did you review that photograph
prior to giving your answer in these responses to
interrogatories?

A I have no independent recollection of
what took place.

Q Apart from that photograph, are you
aware of any other information which would indicate
that that photograph was actually connected in the
basement of the subject premises?

MR. BORON: Objection as to form.

A I have no independent recollection of
that.

Q Did you ever speak with Mr. Beltrani as
to whether he performed any investigation as to
whether that stove was actually connected in the

1

2 basement of the subject premises?

3

4

A I have no independent recollection of
that.

5

6

Q Do you know if the stove that you're
referencing was gas or electric or something else?

7

8

A I have no independent recollection of
that.

9

10

Q Can you read just the question number
17?

11

12

13

14

A Question 17. Set forth the date of
each inspection of the Subject Premises by
Defendant, including before, during, or after the
issuance of the Policy, setting forth:

15

16

A. The name and company of the
individual who performed the inspection.

17

18

19

B. Identify and annex a copy of any
and all inspection reports or other documented
generated in connection with any inspection.

20

21

22

23

24

Q In response you stated in part:
Subject premises was inspected by an inspector
retained by RoundHill Express LLC to perform a
limited underwriting inspection on July 17, 2017;
do you see that?

25

A I do.

1

2

3

4

Q Do you know if during that inspection, the inspector was in the basement at the insured location?

5

A I do not know.

6

7

8

9

Q Is the term "limited underwriting inspection" as used by you in your response a term of art or were you just indicating that the inspection was limited in some way?

10

MR. BORON: Objection as to form.

11

12

13

14

15

A The underwriting inspections that we do focus entirely upon the inspector taking photographs of certain aspects of the risk being insured and indicating on those photographs whether there are issues or whether they're clean.

16

17

18

19

20

An inspection of that nature is significantly smaller in scope than an inspection that might be produced by an outside firm that does underwriting inspections for insurance companies. The limited refers to that distinction.

21

22

23

Q At any time did you inquire as to whether the inspector was physically in the basement at the insured location on July 17, 2017?

24

A I have no recollection of that.

25

Q In reviewing the photographs of the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

inspection of 2017, did you formulate any opinion as to whether the inspector was in the basement of the insured location at that time?

A I did not.

Q As you sit here today, have you formulated an opinion as to whether the inspector was in the insured location basement --

A I have not.

Q -- as of July 17, 2017?

If the heating system and the hot water system were located in the basement, would that lead you to believe that the inspector was in the basement as of the time of the inspection?

MR. BORON: Objection as to form.

A The inspection report that we reviewed earlier showed a heating system and water heater. If those were in the basement, then the inspector was in there to take pictures of them.

Q If the gas meters were located in the basement of the insured location, would the existence of photographs of those gas meters as of July 17, 2017 indicate that RoundHill's inspector was physically in the basement?

A Yes.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q If the electric meters were located in the basement at the insured location, would the existence of photographs of those electric meters as of July 17, 2017 indicate that the inspector was in the basement?

A Yes.

Q Was Mr. Beltrani ever provided with those photographs, whether in a report or not, of the inspection of 2017?

A I have no independent recollection on that question.

Q Scroll down to page ten of ten, is the last page.

Can you read the paragraph contained therein immediately above your signature?

A JAMES LAMBERT, being duly sworn, deposes and says: That he is the President of Roundhill Express, LLC, third-party administrator for, and agent of, Defendant Union Mutual Fire Insurance Company; that he has read the foregoing Objections and Responses to Plaintiffs' First Demand for Interrogatories and knows the contents thereof; and verifies the responses contain the responsive available to the defendant.

1

2

Q Is that your signature above the name
JAMES LAMBERT?

4

A That is.

5

6

7

Q As of the time you gave these answers
to the interrogatories, did you know the contents
thereof at that time?

8

MR. BORON: Objection as to form.

9

10

A We are referring to the contents of
this document, correct?

11

12

Q What was your understanding of what you
signed?

13

14

A That I signed something saying I had
read and understood the contents of this document.

15

16

17

18

19

Q Okay.
At the time you signed this document,
were you able to verify that the responses were
true and complete, to the best of your knowledge at
that time?

20

MR. BORON: Objection as to form.

21

22

A One, that language is not the language
above my signature.

23

24

25

Q No, I'm asking the question.

A Oh.

Since I have no independent

1

2 recollection of what was in my mind at the time I
3 signed that document, I'm unable to comment on that
4 question.

5 Q When you signed this document, was it
6 your understanding that you were verifying the
7 answers contained in the response?

8 A The language in the paragraph is that I
9 verified the responses contain the responsive
10 information available to the defendant and when I
11 signed it, I believed that to be true.

12 MR. AGULNICK: Would now be a decent
13 time to take like a ten-minute break, would
14 that be okay?

15 MR. BORON: Okay.

16 (Short recess taken.)

17 Q Sir, Mr. Beltrani, he's an independent
18 contractor, correct?

19 A Yes.

20 Q Do you have any recollection of ever
21 speaking with Mr. Beltrani about the claim of the
22 Lees?

23 A I have no recollection of that.

24 Q Who was the in-house adjuster at
25 RoundHill that handled this file?

JAMES LAMBERT

61

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A I don't know, but I saw in the claim
file as you were scrolling through the name
Ernestine, so it's possible it was Ernestine
Gorham.

Q Is Ernestine Gorham still with
RoundHill?

A Yes.

MR. AGULNICK: Sir, at this time, with
all rights reserved, I have no further
questions. Thank you.

(Time noted: 3:05 p.m.)

JAMES LAMBERT

Subscribed and sworn to before me
this ____ day of _____, 2021

NOTARY PUBLIC

E X H I B I T S

PLAINTIFF'S EXHIBITS:

EXHIBIT NUMBER	EXHIBIT DESCRIPTION	PAGE
1	Copy of five-page RoundHill Express Inspections report Bates stamped 000361 - 000365	15
2	Copy of claim file Bates stamped 000001 - 00000216	28
3	Copy of DEFENDANT'S OBJECTIONS AND RESPONSES TO PLAINTIFFS' FIRST DEMAND FOR INTERROGATORIES dated March 16, 2021	44

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

EXAMINATION BY
MR. AGULNICK

PAGE
4

INFORMATION REQUESTED

25

C E R T I F I C A T E

STATE OF NEW YORK)
 : SS.:
COUNTY OF SUFFOLK)

I, JOANN O'LOUGHLIN, a Notary Public for
and within the State of New York, do hereby
certify:

That the witness whose examination is
hereinbefore set forth was remotely sworn and that
such examination is a true record of the testimony
given by that witness.

I further certify that I am not related
to any of the parties to this action by blood or
by marriage and that I am in no way interested in
the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set
my hand this 4th day of June, 2021.


JOANN O'LOUGHLIN

\$10864087 51:13	1:17	administer 3:11	am 14:8 20:25 28:2 30:18 31:2 39:17 48:17 64:15,17 (9)	40:2,5,9 42:7,7 (33)
\$1130015 51:12	absolutely 12:16 50:7	administrator 58:19		apartments 7:7 34:11,22 35:2,4,24 37:18,23 38:10,21 (10)
\$11300150 52:16	accept 46:11	advising 36:9	ambiguous 51:5	
\$436018 51:14	acceptable 10:2,4	affiliated 46:20	amount 8:7,12	appear 43:5
& 2:4,8 3:15 4:25 (4)	access 21:21,25 23:13	after 3:15 10:6,17 55:13 (4)	andor 25:11	appears 17:8 22:4 29:21
000001 28:8 62:10	accommodate 5:17	afternoon 4:23	ann 1:4 5:2 8:16,22,25 11:3,7,22 12:3,21 15:3 (11)	application 10:7,11 20:14 33:18,23 36:7,25 37:21 40:12,16,19,22,25 41:5,13 (15)
00000216 28:8 62:10	accompanying 24:2	again 28:13 37:19,19 43:18 (4)	annex 55:17	applications 34:20
000361 16:2 62:000361	action 1:17 5:2 32:5 64:16 (4)	against 1:7 5:3	answer 9:22 11:11 35:6,7 45:9 47:24 49:8,25 50:14 53:6,13 54:12 (12)	appointed 6:20
000365 16:2 62:000361	actual 11:24 50:22 53:3	agency 7:10	answered 48:20	appointment 19:21 20:3 23:8
216page 28:4	actually 54:18,25	ago 16:12 48:20	answering 45:20,23 48:14	appointments 19:23 20:8
27th 5:7 8:17 9:2 10:22 17:10 25:13 (6)	addition 7:13	agree 24:25 39:9	answers 59:5 60:7	approaching 6:10
4th 64:20	additional 19:14	agreed 3:5,18	anybody 30:20	approximately 6:8
50unit 39:10,11,15	address 4:21 19:13 24:22 45:19 46:7,9,11,19,24,25 47:3,13 (12)	agreement 4:9	anyone 3:10 12:17 30:22 41:10 43:15 (5)	ardsley 4:22
ability 5:23 48:3	adjust 7:20 27:16 51:18	agulnick 2:4,6 4:13,18,24,25 12:2,6,8,11,16 15:20 16:4,12,15 24:17 25:9 27:24 29:14 35:5 41:20 42:20 44:12 46:5,22 47:11 48:8 51:22 60:12 61:9 63:4 (31)	anything 15:12 20:22 21:2 30:14 32:24 (5)	are 3:19 4:7 5:9,13 6:16 8:3 9:8 10:20 11:8,24 12:7 15:10 16:6 17:22 18:19,20 19:9 21:4,8,22,22 23:18 24:12,16 25:14,19,21 26:3,6,13,21,23,24 27:19 29:10,12 30:20 31:25 32:17 34:2,9,22,24 35:24 36:7,8 37:23,24 38:3,10,19,21
able 14:2 25:15,21 26:3,7,13 39:7,16 42:14 59:17 (10)	adjusted 50:16,20,22,25 52:20 53:3 (6)	allowing 47:9	apart 23:24 54:16	
about 12:19 19:12,15 20:2,11,11 21:9 26:19,20 29:3 30:12 31:22 33:25 37:4 50:6 52:25 60:21 (17)	adjuster 30:4,7 50:12 60:24 (4)	allows 18:13 19:25	apartment 33:17,22 34:2,13,23 35:9,11,16,21 36:3,25 37:4,8,20,24 38:2, 4,7,9,13,17,18,24 39:7,10,12,15,22	
above 52:20 53:2 58:16 59:2,22 (5)	adjusting 27:20 30:5	already 20:18		
aboveentitled	adjustment 7:14,18,24 27:11,13 29:25 32:20 51:10 52:17 (9)	also 2:13 14:10		
		alternative 47:2		

40:13,17,23 41:2,14 42:14 46:18 48:12 51:19,23,24 54:16 56:15 59:9 (66)	audit 26:25 27:3	31:15 34:3 39:9 47:6 (8)	bigger 42:16	broker 10:9 12:24 13:6 23:4 (4)
area 7:6 19:24 20:6 31:12,14 (5)	authority 7:3,5	bedroom 41:17,23	bind 7:4 10:5	brokerinsured 18:25
argue 47:14	authorized 3:10	before 1:15,19 3:10,12 6:6 16:4 17:3,5,7 21:5 23:15 43:12,15 55:13 61:16 (15)	binds 23:4	brokers 9:19
arising 7:21	automatically 18:22	beginning 15:5	bite 5:16	brought 5:3
around 7:7	available 16:9 26:24 58:25 60:10 (4)	behalf 1:16 7:4,17,21,24 20:24 22:14 24:8 26:15 46:12 (10)	blood 64:16	buffalo 2:10
art 56:8	avoid 46:16	being 4:5,11 13:5,9 18:16,17 22:18 51:4 56:13 58:17 (10)	book 6:22,25 7:2	building 2:1300 22:2,3,4 23:9,11,14 31:21 35:25 37:5,18,23 38:10,22 39:10,12,13,15 (18)
ask 5:4,18 16:4 23:4 24:18 28:12 31:4 33:25 34:21 35:23 36:14 37:4,19 38:9,21 40:13,16,19,22,25 41:5,13 46:23 (23)	aware 10:20 15:10,14 48:12 54:17 (5)	behind 44:10	booked 19:21 20:8	buildings 7:5,8
asked 31:2	b 4:15 50:19,22 51:6,13 52:13,25 53:2 55:17 62:2 (10)	belief 35:8	booking 19:22	business 6:19 7:2 9:5,19 27:14,22 28:19,21 29:2 30:6 46:24,25 47:2 (13)
asking 49:19 59:23	back 18:2 22:3 35:5	believe 12:11,22 20:18 22:23 26:18 27:23 30:17,23 31:19,20 36:15,19 37:13 40:15,18,21 50:4,5,8 57:13 (20)	boron 2:11 4:14 10:23 11:10,23 12:4,7,9,13 14:17 16:10,13 22:15 24:22 26:11 27:6 29:9,19 31:18 32:9 34:7,14 36:12,21 37:10,16 38:14 39:23 40:10 42:18 43:20 45:12,24 46:14 47:5 48:5,16 49:16,22 51:17,21 53:9 54:4,20 56:10 57:15 59:8,20 60:15 (49)	button 10:11
aspects 56:13	based 11:8 13:7 26:6,12 42:15,22 47:24 53:19,23 (9)	believed 60:11	bottom 29:11	c 2:2 50:19,24 51:6,14 52:10 64:2,2 (8)
assembled 17:15 26:17	basement 22:8,13 31:12,14 32:7,14 40:8 53:17 54:3,9,19 55:2 56:3,23 57:3, 8,12,14,18,21,24 58:3,6 (23)	beltrani 29:7,21,22,24 30:7,10,16 32:12 54:23 58:8 60:17,21 (12)	boulevard 2:5	call 24:21 31:23
assignment 19:11,17,20	basis 48:3 49:10 51:4	best 5:23 59:18	bound 8:3 10:17,18 13:7 (4)	called 14:21 29:10
associated 8:4	bates 15:25 28:8 29:11,13,18,20 31:5 42:9,13,21 43:10 62:10 (12)	between 3:6 7:11 29:7 34:8 40:8 42:7 (6)	box 4:22 46:6,24	calls 23:7
assume 6:5	bathrooms 40:17	beyond 20:19	boxes 44:6	can 5:20 6:25 9:4,16,21 10:5,6 12:14 15:22 17:11,14 18:17 20:19 22:10 23:2 30:4,19 31:23 33:3 35:5,19 36:15,22 37:2,13 42:23 44:4 45:17
assuming 53:2	bearing 39:20	big 16:16	break 5:14,20 60:13	
assumption 52:19	because 11:12 16:8 25:2 30:18		bring 21:6	
attorney 5:15 16:23 42:12			broken 22:18	
attorneys 2:4,9 3:6				

46:21 47:3,15 48:9 49:7 50:14 51:2 53:13 54:2 55:9 58:15 (39)	city 5:8 6:22 7:7 8:17 39:17 41:17,23 42:3 (8)	37:11 60:3	consist 37:24	53:8,12,24 59:10 60:18 (15)
can't 30:13 43:8 49:25	civil 1:6	comments 17:23 18:21	constitute 38:13,16 41:22 42:2 (4)	correspondence 24:3
cannot 5:21 20:20 26:10 42:25 44:6 (5)	cj 16:5,7	commercial 51:11	constitutes 34:12,23 37:20	cost 8:4 50:20 52:20,21 (4)
capability 35:15	claim 8:21 11:3,5,7,13,15,16 15:3,10,11 27:11,1 3,14,16,17,20 28:6,7,14,18 29:3 30:13,14 32:20,23,24 33:6,7,10,11,12 43:19,21,23 47:19,22 48:23 49:2,11,24 50:3,6,9,10 54:5 60:21 61:2 62:2 (48)	commission 8:2,3,6,11 (4)	consult 5:14	could 13:4,6,20 15:6 24:15 36:19 40:2 50:12 (8)
capable 35:10,12,19 36:5,8 39:4 42:3 (7)	claims 6:12,14 7: 14,15,18,18,20,24 8:5 28:6,22,25 30:2,15 50:12 51:18 53:16 (17)	companies 56:19	consultants 29:8,21,25 30:7,10 (5)	counsel 3:16 5:13 16:3 24:19 28:10,13,23 44:22 (8)
captures 23:21	clarity 12:23	company 1:8 6:21 24:13 55:15 58:21 (5)	contact 19:14 23:6	county 64:5
carrier's 16:6	clean 17:24 18:3, 5,7,8,8,9,18,19,22 19:4 25:19 26:2 56:15 (14)	compelling 46:10	contain 58:24 60:9	course 9:4 27:14,22 28:19,21 29:2 30:6 54:7 (8)
case 1:6 12:15 25:6,7 30:11,24 36:17 46:15 48:23 (9)	clear 37:5,17,19,22 (4)	compensated 7:23	contained 14:5 23:25 32:24 58:15 60:7 (5)	court 1:2 3:12 4:2,4 5:21 34:16 (6)
cases 6:12	clearly 19:12	complete 24:5 59:18	contents 52:11,22 53:10 58:23 59:6,9,14 (7)	courts 35:4 37:7
cash 50:22 53:3	clicks 10:11	computer 10:13	contract 7:10	coverage 9:25 10:5 13:7 15:2 47:18,21 49:2,5 50:17,18 51:6,11,15 52:4,4,7,10,13,13 (19)
casualty 6:21	client 47:7	concerned 34:24 38:12,19,25 42:6 (5)	contractor 60:18	coverages 13:4 51:19,24,25 53:6 (5)
cause 10:15	code 39:18	concerns 21:23 51:7	contractors 13:17 24:11	covers 52:5,8,11,14 (4)
certain 19:11 56:13	come 8:15	confined 32:23 33:7	cook 39:7	credentials 9:20
certainly 23:16 33:13 36:17 47:13 (4)	comes 19:11 46:17	connected 53:16 54:3,18,25 (4)	cooking 38:19,25 39:4,14 (4)	cursor 17:12
certificate 41:6,10	comment 17:23	connecticut 29:23	copy 3:13,16 15:24 20:13 28:7 30:22 44:18 55:17 62:7,2,11 (11)	d 3:2 50:19 51:7 52:14 63:2 (5)
certification 3:7		connection 8:21 9:11 10:14 33:23 34:19 55:19 (6)	corner 29:11	dark 43:8
certify 64:10,15		consider 34:25	correct 11:9,17,18 15:19 28:14 31:15 33:2,8 45:23 49:3	
change 8:7,11 39:13		considered 39:25		
charge 34:10		considering 25:5		

date 5:6 15:3 17:18 20:6 26:19,20 27:4 48:9 55:11 (9)	denied 15:11	disagree 29:14	doesn't 9:11 34:17 39:13 46:15 47:5 (5)	electronic 30:21
dated 44:21	deny 49:10	discovery 25:8	done 9:5,9,17 21:8 23:2 25:8 28:15 (7)	elements 37:25 38:3,6,12,16 (5)
dates 19:23,24	denying 45:25 48:20	discuss 43:14 46:21	down 5:21 17:21 20:25 25:14,18,24 31:5,6 58:13 (9)	else 14:7,23 15:12,12 17:20 19:19 29:13 34:6 52:23 53:11 55:6 (11)
day 20:9 39:3 61:17 64:20 (4)	department 14:22 31:4	discussed 31:12	download 20:7,9	elsewhere 14:10,11
days 3:15	depending 8:7,11	discussion 27:25	dozen 6:10,11	email 18:24
deal 25:4,4	depends 20:5	discussions 50:12	draw 34:8	employed 6:16
deceive 5:10	depicts 44:5	dispute 15:18	dropdown 18:13	employee 12:25 13:5,8
decent 60:12	deposes 58:18	distinction 34:8 56:20	duly 58:17	employer 47:17
decision 34:16	deposition 3:8,9,13 4:5 15:14 (5)	distribute 30:19	during 22:25 55:13 56:2	enable 9:20
decline 49:11	depositions 6:6,8	district 1:2,2	dwelling 52:8,22 53:11	end 42:13
deem 15:22	depreciation 50:24	document 15:21 16:16,21,25 17:3,7 19:17,20 28:4,5 31:9 44:16,23 45:3,5,7,14 48:10 50:8 53:25 59:10,14,16 60:3,5 (25)	e 2:2,2,6 3:2,2 4:15,15 62:2 63:2 64:2,2 (11)	entire 13:2
defend 27:16	description 19:10 20:17 38:15 62:6 (4)	documentation 33:16	each 50:18 55:12	entirely 56:12
defendant 1:9,16 2:9 49:10 50:16,21,23,25 52:20 53:4,16 55:13 58:20,25 60:10 (15)	designed 5:9	documented 55:18	earlier 16:6 57:17	entities 13:23
defendant's 44:19 62:11	details 13:20	documents 8:21 24:23 25:11 28:18,23 (5)	eastern 1:2	entitled 45:15 47:12
defending 47:7	determination 15:2 39:20 40:4 47:18,21 49:2,6 50:18 (8)	does 7:13,17 8:6,11 10:15 13:22,25 17:17 20:16 22:10,24 24:2 29:22 33:15 34:5 35:12 37:24 38:18,23 39:19 40 :3,12,15,16,18,19, 21,22,25 41:5,10,13 42:17 43:4 48:21,24 56:18 (37)	easy 30:21	entity 14:21,24
define 35:4	difference 40:8 42:6	documented 55:18	eat 5:16	entrance 31:12,14,17
definition 33:17,22 34:12,15, 16,17,18,21 35:3,21,23 38:8 (12)	different 13:4 36:16,18 37:7,8 (5)	documents 8:21 24:23 25:11 28:18,23 (5)	educated 26:7	entrances 32:2
demand 44:20 45:10,15 58:23 62:12 (5)	differently 36:16	does 7:13,17 8:6,11 10:15 13:22,25 17:17 20:16 22:10,24 24:2 29:22 33:15 34:5 35:12 37:24 38:18,23 39:19 40 :3,12,15,16,18,19, 21,22,25 41:5,10,13 42:17 43:4 48:21,24 56:18 (37)	effect 3:11,14	equipment 1:18 4:6 26:8 43:6,8 (5)
demarco 2:13	difficulty 48:13	documented 55:18	electric 18:8 41:2 55:6 58:2,4 (5)	eric 2:11 16:5 29:14 46:5 (4)
	dint 15:13	documents 8:21 24:23 25:11 28:18,23 (5)	electrical 18:7 21:21 22:5 25:19 (4)	ernestine 61:4,4,6
				especially 25:5

esq 2:6,11,13	expense 8:4	33:6,11,12 43:19,21,23 48:23 50:9,13 60:25 61:3 62:2 (36)	40:10 42:18 43:20 45:10,12,24 48:5,16 49:16,22 51:17,21 53:9 54:4,20 56:10 57:15 59:8,20 (36)	46:7,23 generated 19:9 26:19 55:19 generates 36:6 geographical 7:6 gestures 5:22 get 20:7,19 25:7 46:3 (4) give 19:25 44:12 given 4:11 19:9 21:4,9,10 64:14 (6) giving 54:12 go 9:20 21:7 30:3 31:3 (4) goes 21:16 going 5:4 6:4 15:20,21 16:17,22 22:4 24:17,20,24 25:14,24 28:2,3,11,12 29:5,17 31:5 33:13 42:9,10 43:2 44:2,14,15,16 47:6,9 (29) good 4:23 gorham 61:5,6 got 28:24 great 9:12 greenblat 2:4 greenblatt 4:25 grounds 12:5 guess 6:5 26:7
essentially 17:8 18:14	experience 26:6 42:23	files 28:22 30:20	formulate 57:2 formulated 57:7 forth 47:17 49:9 50:16,18 53:15 55:11,14 64:12 (8)	
even 39:12 43:8	explain 6:25 9:16 10:6	filing 3:7	forward 10:5 13:6 forwarded 16:5,7,14 four 25:18 frame 25:7 fred 1:4 4:25 8:16,22,25 11:3,7,21 12:3,20 15:3 23:15 28:6 (13) front 17:24 22:2 44:9 fronts 29:15 function 34:10 furnace 22:6 furnished 28:5 further 3:18 21:9 24:23 47:14 61:10 64:15 (6) gas 22:6 40:23 55:6 57:20,22 (5) gave 33:5 46:6 59:5 generally 10:18	
event 46:8,12	explained 12:22	filling 36:7		
ever 23:15 32:13 43:11,14 45:14 48:23 53:25 54:23 58:8 60:20 (10)	express 6:17,20 7:3 11:20 13:12 14:19,22 15:25 26:14 28:20,22 29:8 32:6 33:15 34:19 35:22 39:21 42:6 46:13 55:22 58:19 62:7 (22)	fills 10:10 find 24:15 48:18 fine 2:8 finished 40:8 fire 1:8 6:21 58:20 firm 4:24 29:25 56:18 first 4:16 17:23 21:6 24:20 26:14 44:20 45:17 58:22 62:12 (9) five 25:14,18,24,25 (4) fivepage 15:24 16:21 62:7 focus 56:12 following 17:9 51:8 follows 4:17 force 3:14 foregoing 58:21 form 3:19 10:23 11:10,23 14:17 22:15 26:11 27:7 30:21 31:18 32:9 34:7,14 36:21 37:10 38:14 39:23		
everything 19:4 36:22	express' 6:19			
evident 44:11	extent 7:5 20:19			
exactly 14:8 19:16	exterior 22:13			
examination 1:15 4:18 43:22 54:7 63:4 64:11,13 (7)	f 3:2 64:2			
examined 4:17	facilities 38:20,25 39:14			
example 18:15 22:17	facts 49:13,18,21			
except 3:19	factual 49:9			
exhibit 15:23,24 16:3,18 20:23 23:25 28:3,7,9 29:6,20 43:6 44:15,18,22,24 62:6,6 (18)	fairly 37:5			
exhibits 16:5 62:4	familiar 51:19,24			
exist 46:15	families 40:20			
existence 57:22 58:4	far 21:2 22:10 34:24 38:11,18,24 42:5 (7)			
expectation 21:18,19	fars 21:2 22:10 34:24 38:11,18,24 42:5 (7)			
	fears 28:13			
	file 11:15 14:6,9,16 18:23 19:18 26:24 27:3,20 28:6,8,14,18 29:3 30:5,8,11,15,16,19 ,23 31:3 32:19,24			

guidelines 33:16	heater 26:8 43:5 57:17	hundred 29:15	including 22:3 55:13	inspection 10:15,18,21 13:10,13,15,19 14:3,5,14 16:21 17:9,9 19:2,8,14,22 20:12,24 21:3,5,11,17,23 22:24 23:2,5,8,11,18 24:2 26:18,21,23 31:13,24 32:3,13 55:12,16,18,19,23 56:2,7,9,16,17 57:2,14,16 58:10 (52)
h 62:2	heating 18:8,16,17 21:21 26:2,8 43:5,8 57:11,17 (10)	hurwitz 2:8	independent 10:24 11:5,12,14 13:17 15:8 17:4 20:21 24:11 27:12 29:25 33:9 43:16 45:4 47:23 49:5,24 50:3 53:20,22 54:14,21 55:3,7 58:11 59:25 60:17 (27)	inspections 13:18,24 14:19,22 15:25 24:7,12 56:11,19 62:7 (10)
habitation 39:20	held 1:17 4:5 30:20	hypothetical 46:15,23	indicate 17:17 20:23 22:7 30:15 32:18 42:17 54:17 57:23 58:5 (9)	inspector 18:20 19:7 20:5,13,16 21:5,7,16 22:14,18 23:17 31:22 55:21 56:3,12,22 57:3,7,13,18,23 58:5 (22)
hand 64:20	here 5:5,13,25 8:20 11:4 14:25 15:17 19:16 21:20 32:22 34:17 35:3 37:12 43:18 45:8,25 48:25 49:4,6 57:6 (20)	i'll 12:4,8 16:18 21:24 25:18 37:19 42:16,20 43:10 51:22 (10)	indicated 28:5 31:20 37:7	inspectors 18:12 19:24 20:7 21:13 31:25 (5)
handle 7:20,23 30:4	hereby 3:5 64:9	i'm 4:24 6:4 9:11 11:11 15:14,20,21 16:17,21 19:15 24:17 25:14,24 28:11,11 29:5,17 31:5 33:13 36:5 38:3 39:6 42:9,10 43:2 44:2,14,16 45:25 48:17,20 49:19 52:18 53:2 59:23 60:3 (36)	indicates 19:3 20:4 21:2 25:19 31:11 54:2 (6)	instructed 23:18 31:25
handled 60:25	herein 3:7 4:15	i've 20:18	indicating 14:13 18:25 56:8,14 (4)	instructions 6:2 21:4,9,10 (4)
handling 8:5	hereinbefore 64:12	idea 43:7	individual 9:7 13:12 14:4 24:12 55:16 (5)	insurance 1:8 33:19,23 40:16,19,22,25 41:5,13 51:16 56:19 58:21 (12)
handyman 23:11	hereunto 64:19	identification 16:3 28:9 44:22	individuals 13:16	insured 10:16 13:10,14 19:25 22:8,12 25:16,22 26:4,9 27:16,21 32:2,14 40:13,17,20,23 41:2,7,11,14
happened 15:14	hire 24:13	identify 14:2 18:14,16,17 25:15,21 26:3,13 55:17 (9)	information 9:23 10:10,12 19:12,15 20:10 25:11 54:17 60:10 63:8 (10)	
happens 10:7 27:23	his 46:12	identity 13:23 14:4	inhabited 39:16 40:2	
happy 46:16	homeowner 22:25 23:9	illegal 34:6,9	inhouse 60:24	
harry 32:11	homeowner's 23:3	immediately 58:16	inquire 32:7 41:10 56:21	
has 7:3 58:21	hot 26:7 43:5 57:11	important 5:24	inquired 32:13	
having 4:16 17:5,6 28:15 39:4 (5)	housekeeping 46:6	included 20:10	inside 25:16	
hazard 31:16 42:19,24	how 6:8 7:23 11:11 20:11 31:4 34:21 35:3,24 37:17,22 38:10,21 40:13,17,20,23 41:2,14 (18)	includes 8:4	inspected 55:21	
hazardous 22:19,22 31:22	human 13:9			
he 10:9,11 22:19,21,22 31:23 46:12 54:24 58:18,21 (10)				
he's 47:7 60:17				
head 5:22				
headed 44:25				
hear 15:5				
hears 5:23				

56:3,14,23 57:4,8,21 58:3 (29)	50:17	issues 18:18 22:17 56:15	56:2,5 59:6 61:2 (41)	15:3 23:15 28:6 (14)
interested 64:17	is 3:5,18 4:2,5,11,19,21,24 5:18,24 6:18,20 7:5,10,23	its 27:13	knowledge 11:2,6,20 12:18 13:13,19 15:2 23:16 27:2,8 28:17 29:3 30:9,12 32:22 33:7 43:13,25 59:18 (19)	lees 47:22 60:22
interior 22:5	9:5,8,13,14,21 10: 2,4,7,9,12,13,17,1 7 11:9,16,18,19	itself 24:25		lees' 49:2 51:23 52:5
internal 30:4	13:18 14:9,10,15,1 8,19,21,22 15:16,18,19 16:16	j 4:15	knows 58:23	lefthand 17:22
interpret 36:13	17:7,12,24 18:9,22,24 19:7,20,21 20:22	james 1:15 4:20 45:21 47:20 58:17 59:3 61:14 (7)	l 3:2,2 4:15	legal 34:5,9 39:19 41:22 42:2 (5)
interpretations 36:18	21:8,12,17,19,20 22:24 23:9,23 24:5 25:9 27:14 28:4 29:7,24,25 30:6,14,17 31:15 32:25	joann 1:19 4:2 64:8,22 (4)	landlord 6:25 23:10	legality 35:16
interpreted 36:16,20,22 37:2,8,13 (6)	33:8,11,18,22 34:10,18,19 35:3,8,18,21 36:2,24 37:11,20,22 38:5,12,23,24 39:4,22,25 40:4 42:6,6 43:7 44:16,25 45:20,23 46:22,24 47:2,12,12 48:2 49:14,19 50:11 51:5,15 53:19 54:5 56:6,16	judge 3:12	landlords 7:6	legally 35:19
interprets 36:10	58:13,18 59:2,4,21 60:8 61:6 64:11,13 (129)	judges 36:18	landlordtenant 6:23	legs 5:16
interrogatories 44:20 45:2,11,15,20,23 54:13 58:23 59:6 62:12 (10)	island 5:8 8:17	july 24:6,14 26:17 55:23 56:23 57:10,23 58:5 (8)	language 59:21,21 60:8	let 5:11,16 33:10
interrogatory 51:4	isn't 37:9	june 64:20	last 18:9,15 58:14	liability 27:17
interrogatory's 51:6	issuance 55:14	just 5:11,16 11:12 12:11,14 20:5,10 23:19 28:11 29:9,17 31:7 44:12 46:5 55:9 56:8 (16)	law 4:24 36:17 40:3	liberty 2:1300
into 18:23 22:4	issue 7:21 11:25 22:20 46:22 47:4,14 (6)	kept 28:25	lawfully 39:16 40:2	like 5:14 9:24 19:9 22:17 60:13 (5)
investigate 27:15	issued 8:25 11:21 12:3,9,20 21:13 (6)	kindly 17:11 31:7	lawsuit 11:25 47:8	limited 7:5 54:5 55:23 56:6,9,20 (6)
investigating 27:19		kitchen 42:3 54:9	lead 57:13	line 17:14
investigation 7:15,19 27:9,11 54:24 (5)		kitchens 40:13	learn 20:11	litigation 28:24
involve 35:15		know 5:11,17 8:19 11:11 12:17 13:19 14:9 15:18 16:7 17:7 18:18 20:10 23:8,12 25:2 30:10 32:5,12,16 33:11,25 35:14 44:9 48:25 50:6 51:15 52:4,7,9,10, 12,13,15,24 53:6,10 55:5	leaves 46:12	living 35:19
involved 9:6 13:2,6,9 30:25 (5)			lee 1:4,4 5:2 8:17,22 9:2 11:3,7,22 12:3,21	llc 6:17 55:22 58:19
involvement 8:24 13:8				located 14:6,10,11 19:18 26:9 57:12,20 58:2 (8)
irrespective				location 5:7 10:16,21 13:10,14 22:9,12 25:16,22 26:4,9 27:21 32:2,8,14 40:14,17,20,23

41:3,7,11,14 56:4,23 57:4,8,21 58:3 (29)	27:5,10 44:21 48:11,14 50:2 62:16 (9)	48:18 56:18	n 2:2 3:2 63:2	41:4,8,12,15,24 42:4,8 43:7,16 44:6,10 45:8,16,25 46:3 47:5,14 49:4,23 50:11 51:18 52:3,6 53:20,22 54:14,21 55:3,7 56:24 58:11 59:23,25 60:23 61:10 64:17 (79)
locations 23:24	marked 15:22 16:2 18:19 22:20 28:3,8 44:15,21,24 (9)	mind 60:2	name 4:2,19,23 14:24 23:5 45:19 47:17 55:15 59:2 61:3 (10)	nobody 19:4
logging 9:20	marriage 64:17	minds 36:6	names 24:14,19,21	nods 5:22
long 5:7 8:17 16:12	material 35:3 44:9	minute 29:9	narrative 24:3	none 5:9
look 42:14,21	materials 44:10	misrepresented 49:12,18,21	nature 6:18 56:16	normal 27:13,22
looking 18:15 20:25 22:11 25:3 42:22 43:4 (6)	matter 34:17 46:5 64:18	moment 44:12	necessarily 50:11	northern 2:5
loss 5:6 15:4 27:4,10 30:3 32:8 50:17 (7)	may 3:9,13 19:14 29:14 (4)	money 8:12	necessary 38:12,16	notary 1:19 4:3,16 61:18 64:8 (5)
losses 8:7	me 5:11 14:20 16:14 24:9 30:25 31:2 33:10 42:15 44:4,12 61:16 (11)	month 48:20	neck 2:11021	notation 26:2,16
m 4:15,15	mean 9:16 19:4 34:16 35:12 36:10 39:2,3 48:6 (8)	more 24:6 36:20,22 37:2,14 48:19 (6)	need 25:4 46:8,9,10 47:14 (5)	noted 25:9 31:22 47:12 61:12 (4)
made 16:8 27:14 37:11 51:10 (4)	means 7:2 36:3	most 5:24 34:16	never 28:13 43:19	notes 24:3 30:15
maintain 13:22	medical 48:2,12	motion 46:17	new 1:2,20 2:11021,10 4:3,22 5:8 6:22 7:7 8:17 34:10 39:17 41:18,23 42:3 64:4,9 (17)	notice 1:18 17:22
maintained 11:8,16 14:15 28:19 (4)	memorandum 33:16	moved 13:6	next 20:9 25:25	now 20:21 27:9 31:2 42:14 51:2 60:12 (6)
maintains 28:22	menu 18:13	mutual 1:8 5:3 6:12,14,21 7:4,11,18,22,25 8:8,12 12:20 13:22,25 16:19 17:19 20:24 24:8 26:15,22,24 32:6,12 33:15,24 34:24 36:3,9 38:6,11,19,24 39:21 40:13 42:5 46:20 47:8 49:15,20 51:3,8,20 52:8,11 58:20 (46)	night 18:20 20:8	number 19:13 23:5 29:13 33:25 34:3,11 37:4 49:8 50:15 53:14 55:9 62:6 (12)
make 5:23 12:14 20:2,4 26:7 33:14 37:25 38:4,7 42:16 (10)	merely 38:21	mutual's 40:4	no 1:6 6:15 8:10,14,23 9:3 10:24 11:4,12,14 12:11,25 14:18,24 17:4 19:20 20:15 21:8,9,15 22:10,16 24:5 25:17,23 26:5,10 27:12 28:15 29:2 30:9,12 31:16 32:4,21 33:20 35:8,10,17,20 38:12 40:6,24	numbers 29:11
managing 23:10	messages 23:6	my 4:2,23 5:9,11 6:2 15:13 17:11 23:16 27:8 29:24 30:9 31:14 34:15,17 35:2 38:23 43:13,25 45:2 46:2 59:22 60:2 64:20 (23)	o 3:2	o'loughlin 1:19 4:3 64:8,22 (4)
manual 21:12,12	meters 22:6,6 40:23 41:2 57:20,22 58:2,4 (8)		oath 3:11	
many 6:8 29:15 34:22 35:24 37:17,23 38:3,10,21 40:13,17,20,23 41:2,14 (15)	metropolitan 6:22			
march 5:6 15:4	might 31:20			

object 12:4	opinion 57:2,7	pages 28:12 29:12	13:17,24 19:8 21:17 24:12 55:22 (6)	23:19,20 25:20,22 26:13 42:10 54:8 56:13,14,25 57:22 58:4,9 (15)
objection 10:23 11:10,23 14:17 22:15 26:11 27:6 31:18 32:9 34:7,14 36:12,21 37:10,16 38:14 39:23 40:10 42:18 43:20 45:12,24 48:5,16 49:16,22 51:8,17,21 53:9 54:4,20 56:10 57:15 59:8,20 (36)	opportunity 16:24 20:2 24:20	paid 8:12 14:14 15:12	performed 9:13 10:16,21 12:19 13:13,16 14:5 20:23 22:24 32:14 54:24 55:16 (12)	photos 18:19,20 19:5 23:22 32:2 (5)
objections 3:19 44:19 58:22 62:11 (4)	order 23:7 25:6	paperless 30:20	performing 21:5	physical 46:9,11 47:13
objects 51:3	ordinary 27:18 28:19,21 29:2 30:6 (5)	paragraph 31:6 58:15 60:8	performs 23:17	physically 19:5 56:22 57:24
obtain 9:23,25 24:18	original 3:9,15 12:20	pardon 14:20 24:9	person 4:12 5:24 11:19 13:18,23 14:2,14 18:23 19:6 23:6,9 27:19 35:18 45:20 47:18 (15)	physiological 48:2,13
obtaining 13:3	other 5:15 12:9 19:5 24:3 43:24 52:22 54:17 55:18 (8)	part 10:10 21:13 32:3 41:9 55:20 (5)	personal 11:2,20 12:18 35:2,8 46:19 (6)	pick 20:6
occupancy 31:6,7 41:6,10 (4)	otherwise 26:25	partially 15:12	personally 34:25	pictures 57:19
occupied 7:8	our 9:5,5,20 10:11 12:24 18:21 26:23 28:25 30:20 31:3 47:7,9,12 (13)	particular 11:19 21:10 37:25 45:4 (4)	persons 27:19	place 12:24 13:5 23:12 25:6,7 26:18 30:18 39:4 54:15 (9)
off 27:24,25	out 8:12 19:7 21:16 24:15 30:3 31:23 36:7 39:11,13 (9)	parties 3:6 4:9,10 64:16 (4)	pertain 5:5 34:5	places 34:25
office 46:11	outcome 64:18	partner 4:24	pertaining 16:20	plaintiff 45:10
oh 50:7 59:24	outside 24:13 30:7 56:18	passed 18:25	pertains 36:24	plaintiff's 15:22,24 16:18 20:22 23:25 28:3,7 29:6 43:6 44:15,18,24 62:4 (13)
old 48:17	oven 54:10	pause 24:10 44:13 46:4	phone 19:13 23:7	plaintiffs 1:5 2:4 49:12,18,20 (5)
once 10:3 21:8 46:20	over 15:18	pay 7:20	photo 17:23 18:9,14,16 22:19,21 23:23 31:21 42:13 44:2,3 (11)	plaintiffs' 44:20 45:15 58:22 62:11 (4)
one 5:11 12:12 13:16 18:15 19:9 36:20,23,25 37:2,14 44:12 54:8 59:21 (13)	oversight 22:14	payment 7:24 14:12,15	photograph 21:18 25:15,25 26:4 42:15,16,21,22,25 43:2,4,7,11,14,17 44:4,7,8 54:11,16,18 (21)	play 7:14,17
only 22:21 51:10	owned 7:6	pc 2:4,8	photographs 18:13 21:20	please 5:11,22 24:20 35:5 45:18 49:7 50:15 (7)
onto 12:24	owner 23:9	pending 5:19,19 15:7		pm 1:12 61:12
operate 13:16	p 2:2,2 3:2	perceived 22:18,22		
	page 25:14,18,24 29:5,10 43:3,10 58:13,14 62:6 63:4 (11)	percent 29:16		
		perform		

po 4:22 46:6,24	prepared 28:18	(12)	raising 46:14	45:4,6,16,22 47:24 48:22 49:5,24
point 10:8 13:20 20:3 27:4 46:17 50:5,9 (7)	presence 15:13 23:3	provide 5:19 9:23 23:13 24:19 (4)	random 20:5	50:3 53:20,22 54:14,21 55:3,7 56:24 58:11 60:2,20,23 (35)
policies 6:23,25 7:4,21 8:3,8,13 12:9 32:17 (9)	present 2:13 22:25	provided 26:21 30:8,11,16,22 36:18 47:3 58:8 (8)	read 15:7 17:11,14 31:7,10 33:8 35:5,7 45:17 47:15 48:9 49:7,17 50:14 51:2 53:5,13 55:9 58:15,21 59:14 (21)	record 14:13,15 27:24,25 64:13 (5)
policy 8:16,25 9:4 10:15,17 11:21,24 12:3,12,20 14:13 15:11 51:16,20,23 52:5,8,11 55:14 (19)	presume 31:16 47:25	provides 51:8	reading 45:6 48:21	records 11:8 13:22 24:23
portion 6:11 49:11	previously 32:15	public 1:19 4:3,17 21:21,25 61:18 64:8 (7)	really 22:16 34:17	recoverable 50:24
posed 45:10	pricing 34:4	purpose 43:24	rear 22:8 31:21 42:17	refer 29:5 42:9
poses 36:4 42:24	primary 21:23	pursuant 1:18 4:8 7:10	reason 5:15 48:3	reference 6:12 51:6
position 25:9 47:11,12 49:14,19 (5)	prior 8:20 27:4 32:8 43:18 54:12 (5)	put 18:23	reasonable 48:18	referenced 54:9
possession 26:14	probably 6:10 19:13	question 5:18,20 11:12 12:14 15:7 16:5 27:6 30:13 32:10 33:3 34:5 35:24 36:4,6,10,13 ,14,15,24 37:6,13,17,22 38:9,23 39:24 45:13,17 47:15,25 49:7,9,18,25 50:14 53:5,13,15 54:5 55:9,11 58:12 59:23 60:4 (44)	recall 20:19 24:15 54:2	referencing 55:6
possible 30:17,24 61:4	process 10:6 12:19,22,23 13:2,3 21:8,14 27:18 30:18 41:9 (11)	questions 5:5,5,9,11 9:22 45:9 48:14 61:11 (8)	receive 20:13,16 23:6	referring 11:24 29:12,18 53:7 59:9 (5)
possibly 13:3	produce 31:2	quite 48:18	receives 8:2,7	refers 53:2 56:20
potential 10:16	produced 10:13 16:19 17:9 28:23 56:18 (5)	quote 9:23 10:2,4,12,13 13:3,7 (7)	recent 34:16	reflects 24:25
practice 46:17	production 16:6 24:21	quoting 34:2	recess 60:16	refresh 48:22
preceding 35:7	program 10:13	r 2:2 3:2 4:15 64:2 (4)	recognize 44:23,25 45:2	regard 5:2,6 8:13 13:23 15:3 25:13 27:9 31:16 32:23 47:19,22 51:23 (12)
premises 10:19 53:17 54:3,19 55:2,12,21 (7)	prohibition 39:19		recollect 48:4	regarding 11:7
premium 34:4,9	property 5:7 19:8,10,12,15 20:17 21:17 24:7 30:2 51:11,18,25		recollecting 48:14	relate 33:17
preparation 43:22			recollection 9:3 10:24 11:5,13,14 15:9,15 17:4,6 20:21 27:12 28:15 31:15 33:10 43:16	related 64:15
prepare 30:3				relates 52:19
				relationship 29:7,22
				relevance 12:4

40:3	request 10:10 16:20 26:25 27:4 53:3 (5)	responsive 58:25 60:9	12:17,25 13:5,8,12,25 14:19,21 15:25 17:18 20:24 26:14 27:10 28:20,22 29:8,23 32:6,12 33:15 34:19,24 35:22 36:9 38:11,18,24 39:21 42:5 46:13,21 49:14,20 55:22 58:19 60:25 61:7 62:7 (54)	screen 15:21
relevant 32:19 35:18	requested 16:8 25:11 63:8	results 19:8		scroll 16:17,22 17:21 20:25 25:14,18,24 28:11 31:5 42:10 44:17 52:18 58:13 (13)
relied 49:10	requests 24:23 25:2	retain 27:15		scrolled 54:8
remember 13:20 48:19	require 22:25 23:13 38:19,25 (4)	retained 16:3 28:9 44:22 55:22 (4)		scrolling 16:23 42:11,12 61:3 (4)
remotely 4:8,16 64:12	required 34:10	review 8:21 18:21 26:12 27:20 28:12 32:7,18,25 33:6,10 43:21,23 45:14 54:11 (14)	roundhill's 57:23	sealing 3:7
removed 39:14	requirements 41:17,22 42:2	reviewed 10:12 11:15 17:15,18 19:5 26:17 28:13 43:19 48:23 50:9 57:16 (11)	roundhillexpress com 9:21	second 18:8
render 47:21	requoting 13:3	reviewing 18:24 31:9 50:8 56:25 (4)	s 2:2 3:2,2 4:15 62:2 (5)	see 16:24 17:11,24 21:2,19,20,25 22:2 30:3 42:16 43:8 44:6,7 55:24 (14)
rendered 47:18	rescinded 15:11		said 9:10,14,15 11:12 31:19 46:9 (6)	seeing 17:6
repeat 15:6 33:4	reserved 3:19 61:10	right 20:21 31:2 47:11	sake 12:23	seem 9:11
repeatedly 49:23	reside 35:2,9 40:20	rights 61:10	same 3:11,14,16 4:7 27:18 43:5 (6)	seen 17:3,5 23:15 36:17 43:11 53:25 (6)
rephrase 5:12 42:20 51:22	residential 7:8	righthand 29:11	saw 61:2	selection 20:2,4
replacement 50:20 52:20,21	residing 35:11,13	risk 9:7,24 10:12 13:4 17:10 23:4 34:2 42:17 56:13 (9)	say 6:24	send 24:24
report 15:25 16:19 17:9,15,17,21 18:22 19:3 22:7 24:2,5 26:12,16,19 29:21 31:11,13 32:11 57:16 58:9 62:8 (21)	respect 21:10 39:18	roles 7:13	saying 9:8 10:12 39:6 59:13 (4)	sent 18:24 19:7
reporter 4:2,4,7 5:21 (4)	respectfully 24:18 36:8	room 4:7 5:25 41:22	says 17:15 18:2,15 52:16 58:18 (5)	sentence 15:6
reporting 19:9	respective 3:6	roundhill 6:17,18,20 7:3,11,14,17,23 8:2,6,13,15 10:15 11:9,16,20	schedule 23:7	separate 31:11,14,17
reports 16:20 26:21,23 30:3 55:18 (5)	response 5:19 16:20 32:11 45:2,18,21 47:16,20 49:12,17 51:2,3,9 52:19 53:18,19,23 55:20 56:7 60:7 (20)		scheduling 25:5	series 5:4 9:22 54:8
represent 4:25 16:18 28:4 47:10 (4)	responses 5:24 44:19 48:21 54:12 58:22,24 59:17 60:9 62:11 (9)		scope 56:17	serve 46:8,18
represented 5:13			scott 2:6 4:24 11:25 16:11 24:22 29:9 46:14 48:7 (8)	served 47:10
				service 3:15
				serving 47:6

set 38:12 47:17 49:9 50:16,18 53:15 55:11 64:12,19 (9)	(4)	somebody 31:2 46:18	42:9,13,22 43:10 (6)	subpoena 46:8,12
setting 55:14	since 19:3 59:25	someone 17:18,19,19 21:6 23:13 27:15 35:10,13 (8)	stamped 16:2 28:8 29:20 62:000361,10 (5)	subscribed 61:16
seven 50:15	single 39:3	someplace 14:7 19:18	standard 38:15	such 14:13,14 30:7,15 48:4,6 64:13 (7)
several 13:16 24:11	sinks 41:14	something 14:23 15:12,14 29:13 31:22,23 34:6 39:6,7,22 48:19 52:22 53:11 55:6 59:13 (15)	start 16:15 21:24	suffolk 64:5
share 15:20	sir 6:2 9:14 16:17,24 25:10 28:2 29:17 44:23 60:17 61:9 (10)	somewhere 14:12	state 1:20 4:3 34:10 45:19 64:4,9 (6)	suggest 19:23
she 5:23,24 22:22	sit 11:4 14:25 15:17 19:16 32:22,25 33:6 37:12 45:8,25 48:25 49:4 57:6 (13)	sorry 9:11	stated 49:23 55:20	supplied 25:12
sheets 42:13	site 30:3	space 39:4,25 40:4 42:2 (4)	states 1:2	sure 5:23 11:11 38:3
short 60:16	six 49:8,9	speak 24:16 30:13 54:23	steps 22:4,17	suspected 28:24
shot 22:5	small 7:8	speaking 46:7,23 60:21	still 13:20 39:11 61:6	sustain 8:9
show 15:21 28:2 31:13 43:2 44:2,14 (6)	smaller 56:17	specific 9:3,7 12:14 29:2,3 30:12,13 48:19 (8)	stipulate 4:10	sworn 3:9 4:8,12,16 58:17 61:16 64:12 (7)
showed 54:10 57:17	so 4:13,14 5:22 7:8 9:12 11:6,14 12:23 13:2 15:17 16:7,15,16 17:23 18:16 19:3 20:11 21:2,9 22:21,23 28:16,25 29:12,17 30:4,13,21,23 31:23 35:8,21 36:19 37:12,19 38:11 43:7 47:8 49:24 50:5,11,18 52:4,16 53:10 54:10 61:4 (47)	specifically 24:6 25:3	stipulated 3:5,18 4:13,14 (4)	system 18:17,21 21:21 28:25 57:11,12,17 (7)
shows 44:8	software 19:22 23:21	ss 64:4	stop 43:10	systems 18:21
side 17:22	solely 11:8	stacked 44:9	stove 53:16 54:2,10,25 55:5 (5)	t 2:11 3:2,2 4:15 62:2 64:2,2 (7)
sidewalk 18:5 22:3	solves 47:3	stairs 18:7 21:22,25	stoves 39:11,12	take 5:20,21 6:4 18:12 23:19,20,22 31:25 39:4 57:19 60:13 (11)
sidewalks 21:22	some 6:11 23:20 44:6 50:5,9 56:9 (6)	stairwell 22:8,22	street 5:7 8:17 9:2 10:22 17:10 25:13 (6)	taken 1:19 12:24 13:5 22:19,21 25:16,22 26:4 32:6 60:16 (10)
signature 45:3 46:2 58:16 59:2,22 64:22 (6)		stamp 29:18 31:5	stretch 5:15	takes 23:12
signed 3:9,12,14 59:12,13,16 60:3,5,11 (9)			structures 52:22	taking 56:12
significant 34:3			subject 10:21 27:3 47:19 49:11 51:7 53:17 54:3,19 55:2,12,21 (11)	talk 46:16
significantly 56:17			submitted 10:7	talked 20:10
simply 24:24 29:17 36:14 38:9				

telephone 23:5	58:16	56:21 57:4,14 59:5,7,16,19 60:2,13 61:9,12 (23)	unaware 19:15 30:18	6:12,14,21 7:4,11,18,22,25 8:8,12 12:10,20 13:22,25 16:19 17:19 20:24 24:8 26:15,22,24 32:6,12 33:15,24 34:24 36:3,9 38:5,11,19,24 39:21 40:3,12 42:5 46:20 47:8 49:15,20 51:3,8,20 52:7,10 58:20 (48)
tell 9:4 20:20 22:10 42:15,23 44:4 (6)	thereof 58:24 59:7	times 19:23,25	unclear 51:5	
telling 36:5	these 16:6 18:12,20 19:5 26:13 28:18,23 45:20,23 48:20,21 54:12 59:5 (13)	title 45:19 47:17	under 31:6 40:2 51:10 52:7,10 (5)	
ten 7:7 58:13,13		today 5:5,14 8:20 11:4 14:25 15:17 32:22 37:12 43:18 45:8 48:25 49:4 57:6 (13)	underneath 18:2	
tenants 7:9	they'd 9:24		understand 5:10 6:2 32:10 33:3 39:24 45:13 (6)	
tenminute 60:13	they're 18:22 23:22 56:15	together 38:6	understanding 29:24 33:21 36:2 38:5 40:7 41:16,21,25 59:11 60:6 (10)	unit 33:17,22 36:3 37:8 42:7 (5)
tenpage 44:16	they've 18:25	too 16:12	understood 59:14	united 1:2
term 33:18 36:3 37:20 56:6,7 (5)	things 37:2 48:4,6	took 19:6 26:18 30:18 32:25 39:10,12 54:15 (7)		units 7:8 34:2,3,6,6,9 36:25 37:5 39:15 (9)
testified 4:17 6:5,9 20:18 (4)	think 14:8 15:22 37:5,15,22 (5)	top 21:24 44:3	undertake 27:10,15	unsigned 3:13
testifying 8:20 43:18	third 47:15	train 21:7	undertook 8:16	unsure 14:8
testimony 4:11 37:9 64:13	thirdparty 58:19	trained 23:18	underwrite 6:24 7:2 8:16	up 7:7 37:25 38:4,7 52:18 (5)
text 23:6	those 5:5 6:11 8:8 13:20 19:24 21:22 24:18,21 25:22 36:25 38:6 39:15 44:10 56:14 57:18,22 58:4,9 (18)	training 21:7,12,13	underwrites 6:22	upload 23:19
than 19:5 36:20,22 37:2,14 48:19 56:17 (7)	though 39:12 46:2	transcript 24:25	underwriting 7:13 8:25 9:5,7,8,13 10:14 11:21 12:2,19 14:6,9,16 18:23 19:18 26:24 27:3,20 30:8,11,16,19,23 31:3 32:19 41:9 55:23 56:6,11,19 (30)	uploaded 18:20 23:22,23
thank 25:10 29:4,19 33:13 61:11 (5)	thought 54:9	trial 1:15 3:20	underwritten 8:8,13	upon 3:16 11:8 13:7 26:6,12,25 42:15,22 49:10 53:19 56:12 (11)
their 20:4 46:19	three 22:4 25:14	trick 5:10	unduly 51:4	us 5:16 9:19 13:17 19:25 23:7,13 24:24 27:14 28:5 30:4 36:9 (11)
them 9:20 10:4 16:7 18:14 19:6 20:9 24:19 31:4 44:9 47:10 57:19 (11)	through 9:5,9,13,17,24 16:17,22 21:7 42:10 44:17 54:8 61:3 (12)	true 59:18 60:11 64:13	unfamiliar 39:17	use 18:18 19:22 23:21 24:9 38:9 42:3 (6)
there's 14:24 17:23 21:9 22:7 25:25 26:16 38:12 41:6 43:8 44:10 47:13 54:10 (12)	time 3:20 8:15 12:19 13:21 18:8 20:3 25:7 30:2,2 32:25 33:5 44:14	two 6:10,11 25:20 44:8 (4)	union 1:8 5:3	used 3:13 24:11 37:21 56:7 (4)
therein 33:8		type 5:22		
		typical 30:14		
		typically 46:9		
		u 3:2		
		unable 60:3		

utilize 30:2 35:23	we'd 46:16	where 8:15 14:11 17:11 19:17	44:7,11	x 1:3,10 62:2 63:2 (4)
utilized 24:7 33:18,22 34:19 35:22 40:12 (6)	we'll 5:17 16:15 21:19 46:3 (4)	25:15,21 26:3,7 46:17 52:16 53:3 (11)	withdraw 12:8	xyz 14:13
vague 51:4	we're 5:4 18:15 24:20,24 47:7,8,12 (7)	whereof 64:19	withdrawn 41:20	year 39:3
value 50:22 53:3	website 9:6,9,14, 17,21,22,24 10:9 12:24 (9)	whether 10:20 27:2 28:17 30:16 32:7,13 35:18 39:21 40:4 48:22 50:16 53:15 54:24,25 56:14,15,22 57:3,7 58:9 (20)	within 3:8 7:6 14:5 19:18 32:24 36:6 64:9 (7)	years 48:17
vendors 24:7	well 12:2,6 15:10 16:13 34:12,18 46:22 47:5 48:21 54:11 (10)	which 9:21 10:10 19:8,25 20:23 25:19 28:4 30:15,19 31:13 32:18 33:17 34:25 36:17 38:6 48:3 49:10 54:2,9,17 (20)	without 13:5,7 17:6 18:23 23:2 51:7 (6)	yes 6:3,7,13 7:12,16 9:15,18 13:11 17:13,25 18:4,6,10 37:11 50:4 52:2 53:18 54:6 57:25 58:7 60:19 61:8 (22)
verified 60:9	went 12:24	while 10:9	witness 1:16 3:10,15,16 4:6,8,11,15 16:9 31:9 46:6 64:11,14,19 (14)	york 1:2,20 2:11021,10 4:3,22 5:8 6:22 7:7 8:18 34:10 39:17 41:18,23 42:3 64:4,9 (17)
verifies 58:24	what 4:19,21 6:18,25 7:17 9:14,16 10:7 13:12 14:19 15:16,18 17:7 19:16 20:19 21:17,18 22:3 24:7 25:3 29:7,22 31:19,20 32:5 34:12,18,23 35:12,21 36:2,5,9 37:20,24 38:5 42:15 44:4 48:6 49:2 51:5,15,24 52:4,13,16,21,25 53:6,19,23 54:15 59:11,11 60:2 (55)	who 9:19 11:20 12:17 13:16,18 14:2,5 19:6,24 20:4,23 21:2 23:12 24:14,15 27:19 36:7 45:20 47:18 55:16 60:24 (21)	witnesses 47:9	you'll 17:21
verify 59:17	what's 28:2 33:11 44:10,15 (4)	whom 6:16	word 18:18 31:7	you're 25:3 29:15 46:14 47:6 55:5 (5)
verifying 60:6	whatever 11:8 33:8	whose 64:11	working 24:14 52:18	you've 6:5 28:13 43:19
very 37:17 48:17	when 6:24 10:11 12:24 16:10 18:12,19 19:7,21 20:2,3 21:6,16 22:24 23:4,11,17 26:13 34:2 36:3 46:23 47:10 60:5,10 (23)	why 48:13	world 33:6	your 4:19,21 5:15,16,23,24 24:19 25:2,9 26:6,12 28:12 32:22 33:6 35:8 37:9 42:23 46:11 47:11 48:3,22 53:23 54:12 56:7 58:16 59:2,11,18 60:6 (29)
via 1:17 4:5		wild 6:4	would 5:14 9:6 11:6,7,20 12:18,23,25 13:9,13,15,18 14:2,4,6,11,12 17:19 19:4,16,17 20:9,13,23 22:7,13,19,21 26:8 27:18 28:24 30:15,21,25 31:3,7 32:18,19,23 33:7,11 35:15 38:6 39:11,15 46:11 47:25 48:3,13 54:17 57:12,21 58:3 60:12,13 (55)	yourself 31:8
victoria 2:13		will 4:8 5:12 10:18 18:21 19:23,24 20:5 21:18 23:6,12 24:22 27:15 28:3 34:3 52:18 (15)	wouldn't 16:13	zoom 1:17 4:5
videoconferencing 1:18 4:6		window 41:17	writing 23:25	216 28:12
viewed 32:8 43:6			written 24:3	305 61:12
virtual 5:25				611 4:22
waived 3:8				
waiving 51:7				
walls 44:8				
want 20:3 25:2,4 34:15,15 (5)				
wanting 46:18				
water 26:8 43:5 57:11,17 (4)				
way 36:20,23 37:3,14 56:9 64:17 (6)				
ways 37:8				

2017 16:21 24:6,15 26:17 31:13 55:23 56:23 57:2,10,23 58:5,10 (12) 2020 5:6 15:4 27:5,10 (4) 2021 1:4 44:21 48:11,15 50:2 61:17 62:16 64:20 (8) 3911 5:7 8:17 9:2 10:22 17:10 25:13 (6) 10522 4:22 11021 2:11021 14202 2:10 7112017 17:16				
--	--	--	--	--